

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
ENTERTAINMENT MEDIA TRUST,	)	MB Docket No. 19-156
DENNIS J. WATKINS, TRUSTEE)	
)	
Applications to Renew License:)	
)	
KFTK(AM) (formerly WQQX(AM)), East St.	)	Facility ID No. 72815
Louis, Illinois	)	File No: BR-20120709ACP
)	
WQQW(AM), Highland, Illinois	)	Facility ID No. 90598
	)	File No. BR-20120709AC0
)	
KZQZ(AM), St. Louis, Missouri	)	Facility ID No. 72391
	)	File No. BR-20120921AAW
)	
KQQZ(AM), DeSoto, Missouri	)	Facility ID No. 5281
	)	File No. BR-20120921ABA
)	
Application for Consent to Assignment of)	
Licenses:)	
)	
KFTK(AM) (formerly WQQX(AM)), East St.	)	Facility ID No. 72815
Louis, Illinois	)	File No: BAL-20160919ADH
)	
WQQW(AM), Highland, Illinois	)	Facility ID No. 90598
	)	File No. BAL-20160919ADI
)	
KZQZ(AM), St. Louis, Missouri	)	Facility ID No. 72391
	)	File No. BAL-20160919ADJ
)	
KQQZ(AM), DeSoto, Missouri	)	Facility ID No. 5281
	)	File No. BAL-0160919ADK
)	
Application for Permit to Construct New	)	Facility ID No. 200438
Station:	)	File Nos. BNPFT-20170726AEF
	)	BNPFT-20180314AAO
W275CS, Highland, Illinois)	

To: Entertainment Media Trust, Dennis Watkins, Trustee

**ENFORCEMENT BUREAU'S REQUESTS FOR ADMISSION OF FACTS TO
ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE**

Pursuant to section 1.246 of the Commission's rules, 47 CFR § 1.246, the Enforcement Bureau (Bureau) hereby requests that, within 10 calendar days of service of this request, Entertainment Media Trust, Dennis Watkins, Trustee (EMT) admit to the truth of the following facts, as set forth in the following numbered paragraphs. Each response shall be labeled with the same number as the subject admission request and shall be made under oath or affirmation of the person providing the response. EMT is reminded that "[a] denial shall fairly meet the substance of the requested admission, and when good faith requires that a party deny only a part or a qualification of a matter of which an admission is requested he shall specify so much of it as is true and deny only the remainder." 47 CFR § 1.246(b).

DEFINITIONS

For the purposes of this document, the following definitions shall apply:

a. "EMT" and "the Trust" and "you" and "your" shall mean Entertainment Media Trust, Dennis Watkins, Trustee, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2006 through the present.

b. "EMT #2" or "Trust #2" shall mean Entertainment Media Trust #2, Dennis Watkins, Trustee, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions,

predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period September 14, 2016 through the present.

c. For purposes of the definition of EMT, “you” and “your” shall also include, but not be limited to, Dennis J. Watkins.

d. “EMT LOI” shall mean the Letter of Inquiry from Albert Shuldiner, Chief, Audio Division, Media Bureau to Davina Sashkin, Fletcher, Heald & Hildreth (May 17, 2018).

e. “EMT LOI Response” shall mean Entertainment Media Trust, Dennis J. Watkins, Trustee (Licensee), Responses to May 17, 2018 FCC Letter of Inquiry (LOI), Letter from Davina Sashkin, Fletcher, Heald & Hildreth, to Marlene H. Dortch, Secretary, Federal Communications Commission, dated July 2, 2018.

f. “EMT Trust Instrument” shall mean the document entitled *Entertainment Media Trust* which is attached as Exhibit A to Nonjudicial Settlement Agreement which itself is attached as Exhibit A to the 2012 EMT Opposition.

g. “EMT Trust Agreement” or “Restated Trust” shall mean the Trust Agreement of the Entertainment Media Trust, attached as Exhibit B to the 2012 EMT Opposition.

h. “EMT #2 Trust Agreement” shall mean the Trust Agreement of the Entertainment Media Trust #2, attached as Exhibit N to the EMT LOI Response.

i. “Insane Broadcasting” shall mean Insane Broadcasting Company, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants

and any other persons working for or on behalf of any of the foregoing during the period January 1, 2006 through the present.

- j. “Romanik” shall mean Robert Romanik.
- k. “Sanders” shall mean Katrina Sanders or Katrina M. Sanders.
- l. “Stephen Romanik” shall mean Stephen Romanik II.
- m. “Watkins” shall mean Dennis J. Watkins, Trustee of EMT and EMT #2.
- n. “Assignment Application” shall mean the application filed by EMT for consent to assign the Stations to EMT #2 located at File Nos. BAL-20160919ADH; BAL-20160919ADI; BAL-20160919ADJ; and BAL-20160919ADK.
- o. “Renewal Applications” shall mean the renewal applications EMT filed between 2006 and 2010 for Stations KFTK(AM) (formerly WQQX(AM)), WQQW(AM), KZQZ(AM), and KQQZ(AM) located at File Nos. BR-20120709ACP; BR-20120709ACO; BR-20120921AAW and BR-20120921ABA.
- p. “Stations” shall mean Stations KFTK(AM) (formerly WQQX(AM)), WQQW(AM), KZQZ(AM), and KQQZ(AM).
- q. “2012 Petition to Deny” shall mean the Petition to Deny filed by Mark A. Kern on November 1, 2012.
- r. “2012 EMT Opposition” shall mean the Opposition to Petition to Deny filed by EMT on December 21, 2012.
- s. “2016 Petition to Deny” shall mean the Petition to Deny filed by Mark A. Kern on October 21, 2016.
- t. “2016 EMT Opposition” shall mean the Opposition to Petition to Deny filed by EMT on November 16, 2016.

u. “Local Programming and Marketing Agreement” or “2018 LPMA” shall mean the Local Programming and Marketing Agreement made as of July 1, 2018 between EMT and Insane, attached as Exhibit A to the EMT LOI Response.

v. “Assignment of Beneficial Interest” shall mean the Assignment of Beneficial Interest in Trust attached as Exhibit N to the EMT LOI Response.

w. “Emmis” shall mean Emmis Radio, LLC, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2016 through the present.

x. “Entercom” shall mean Entercom Communications Corporation, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2016 through the present.

y. “Emmis LMA” shall mean the Local Programming and Marketing Agreement entered into between EMT and Emmis as of July 13, 2016.

z. “Act” shall mean the Communications Act of 1934, as amended.

aa. “Commission” or “FCC” shall mean the Federal Communications Commission.

bb. “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

cc. The term “and” also means “or” and the term “or” also means “and.”

dd. The term “each” also means “every” and the term “every” also means “each.”

ee. The term “all” also means “any” and the term “any” also means “all.”

ff. “Communication” and “Communicated” means any discussion, oral statement, or any written or electronic correspondence or recorded voice message of any kind.

gg. “Employee” means any director, trustee, officer, employee, partner, corporate parent, subsidiary, affiliate or servant of the designated entity, whether active or retired, full-time or part-time, current or former, and compensated or not.

hh. “Representative” means any consultant, expert, attorney, contractor or other individual or entity engaged by the designated entity to perform some task or assignment for the entity.

ii. “Entity” means any corporation, company, partnership, proprietorship, joint venture, or business, as well as any governmental unit.

jj. “Person” means any natural person or legal entity, including but not limited to any corporation, partnership, proprietorship, firm, trust, association, government entity, organization, or group of persons.

kk. The terms/phrases “referring to,” “relating to” and/or “concerning,” as used herein, shall be interpreted broadly and shall include, but not be limited to, the following meanings: constituting, comprising, evidencing, reflecting, respecting, discussing, referring to, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning, containing, concerning, regarding, indicating, pertaining to, showing, bearing upon, studying, memorializing, or commenting upon, or any other term synonymous with or similar to the

foregoing.

INSTRUCTIONS

a. The singular of a term includes the plural number and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses where the clear meaning is not distorted by addition of another tense or tenses.

b. Unless otherwise specified, supply all information requested for the period January 1, 2006 through the present.

ADMISSIONS

1. EMT is the current licensee of KFTK(AM) (formerly WQQX(AM)), WQQW(AM), KZQZ(AM), and KQQZ(AM).

2. EMT is organized as a trust under Illinois law.

3. EMT was formed as a trust in 2006 at the direction of Romanik.

4. EMT identifies its business address to the Commission as 6500 West Main Street, Belleville, Illinois.

5. EMT did not execute a trust agreement or other written instrument at the time it was formed reflecting its date of formation as January 1, 2006.

6. Watkins prepared the EMT Trust Instrument.

7. Watkins did not prepare a trust agreement or other written instrument at the time EMT was formed reflecting its date of formation as January 1, 2006

8. The EMT Trust Instrument is undated.

9. Romanik is the grantor for the purposes of the Trust.

10. Sanders is the grantor for the purposes of EMT #2.

11. Stephen Romanik was the only named beneficiary of EMT.

12. Sanders is the only named beneficiary of EMT #2.

13. Watkins has been the only trustee of EMT.
14. Watkins is named as the trustee of EMT #2.
15. It was Romanik's idea to create the Trust.
16. It was Romanik's idea to create Trust #2.
17. It was Romanik's idea that Watkins serve as EMT's Trustee.
18. It was Romanik's idea that Watkins serve as EMT #2's Trustee.
19. It was Romanik's idea that Stephen Romanik be named as the beneficiary of EMT.
20. Watkins and Stephen Romanik agreed that Stephen Romanik would form a company to operate and manage the Stations.
21. Insane Broadcasting is the company formed to operate and manage the Stations.
22. Stephen Romanik formed Insane Broadcasting.
23. Insane Broadcasting was formed as an Illinois corporation on June 27, 2006.
24. Insane Broadcasting is the d/b/a pursuant to which EMT is doing business.
25. Stephen Romanik was the President of Insane Broadcasting until his death.
26. When Stephen Romanik was alive, he was the sole officer of Insane Broadcasting.
27. When Stephen Romanik was alive, he was the 100% stockholder of Insane Broadcasting.
28. When Stephen Romanik was alive, Insane Broadcasting operated and managed the Stations.
29. Watkins communicated with Stephen Romanik concerning the management of the Stations.
30. Watkins communicated with Stephen Romanik concerning the operation of the Stations.
31. Watkins communicated with Stephen Romanik concerning the Stations' finances.

32. Watkins communicated with Stephen Romanik concerning the Stations' personnel.
33. Watkins communicated with Stephen Romanik concerning the hiring or firing of Station employees.
34. Romanik communicated with Stephen Romanik concerning the operation of the Stations.
35. Romanik communicated with Stephen Romanik concerning the management of the Stations.
36. Romanik communicated with Stephen Romanik concerning the Stations' finances.
37. Romanik communicated with Stephen Romanik concerning the Stations' personnel.
38. Romanik communicated with Stephen Romanik concerning the hiring or firing of Station employees.
39. Romanik communicated with Sanders concerning the operation of the Stations.
40. Romanik communicated with Sanders concerning the management of the Stations.
41. Romanik communicated with Sanders concerning the Stations' finances.
42. Romanik communicated with Sanders concerning the Stations' personnel.
43. Romanik communicated with Sanders concerning the hiring or firing of Station employees.
44. When Stephen Romanik was alive, he and Watkins worked together to ensure the Stations were FCC compliant.
45. When Stephen Romanik was alive, he and Watkins worked together on the Stations' programming.
46. When Stephen Romanik was alive, he and Watkins worked together on the Stations' operational standards.

47. When Stephen Romanik was alive, he and Watkins worked together to manage the Stations' finances.

48. Insane Broadcasting did not execute any documents at the time it was formed that reflect its formation as an Illinois corporation.

49. Insane Broadcasting did not execute any documents at the time it was formed that identified its officers and directors.

50. Insane Broadcasting did not execute any documents at the time it was formed that identified its President as Stephen Romanik.

51. At the time it was formed, Insane Broadcasting did not file Articles of Incorporation with the Office of the Illinois Secretary of State.

52. At the time it was formed, Insane Broadcasting did not create documents that constitute its by-laws.

53. At the time it was formed, Insane did not create documents that constitute its Articles of Incorporation.

54. In documents filed with the Illinois Secretary of State in 2019, Insane Broadcasting identified Sanders as its President, Secretary, and agent.

55. Insane Broadcasting has no officers or directors other than Sanders.

56. Insane Broadcasting did not execute any documents after Stephen Romanik's death naming Sanders as President.

57. Insane Broadcasting did not execute any documents after Stephen Romanik's death naming Sanders as 100% stockholder.

58. Romanik provided EMT with \$500,000 that it used to acquire Station WQQW and to pay that station's initial station operating expenses.

59. Romanik provided EMT with \$1,200,000 to acquire Station KZQZ.
60. Romanik provided EMT with \$450,000 to acquire Station KFTK (formerly WQQX).
61. Romanik provided EMT with \$600,000 to acquire Station KQQZ.
62. EMT did not execute any document that describes its role in the operations of the Stations.
63. EMT did not execute any document that describes Insane Broadcasting's role in the operations of the Stations.
64. No version of the EMT Trust Instrument provided the EMT trustee with the power to hold and control the Station licenses.
65. No version of the EMT Trust Agreement provided the EMT trustee with the power to hold and control the Station licenses.
66. EMT's email address is info@KZQZ1430am.com.
67. Insane Broadcasting uses the info@KZQZ1430am.com email address.
68. EMT executed the 2018 LPMA in response to receiving the EMT LOI.
69. EMT executed the EMT Trust Agreement in response to the 2012 Petition to Deny.
70. Romanik provided input into the content of the EMT Trust Agreement.
71. Romanik provided input into the content of the EMT Trust Instrument.
72. Romanik provided input into the content of the EMT #2 Trust Instrument
73. Paul Lauber represented EMT.
74. EMT paid Paul Lauber's invoices.
75. Paul Lauber represented Romanik.
76. Romanik paid Paul Lauber's invoices.
77. Romanik provided EMT with the funds to pay Paul Lauber's invoices.

78. Fletcher, Heald & Hildreth does not represent Romanik.
79. Fletcher, Heald & Hildreth has never represented Romanik.
80. Fletcher, Heald & Hildreth does not represent Insane Broadcasting.
81. Fletcher, Heald & Hildreth has never represented Insane Broadcasting.
82. Anthony Lepore does not represent Romanik.
83. Anthony Lepore has never represented Romanik.
84. Anthony Lepore does not represent Insane Broadcasting.
85. Anthony Lepore has never represented Insane Broadcasting.
86. EMT hired Anthony Lepore to serve as counsel during its acquisition of stations KFTK(AM) (formerly WQQX(AM)), KZQZ(AM), and KQQZ(AM).
87. Anthony Lepore did not serve as EMT counsel during the acquisition of Station WQQW(AM).
88. EMT hired Anthony Lepore to serve as counsel during the Emmis LMA negotiation.
89. EMT paid Anthony Lepore's invoices.
90. Romanik provided EMT with the funds to pay Anthony Lepore's invoices.
91. Romanik has provided EMT with the funds to pay Anthony Lepore's invoices in connection with the above-captioned hearing proceeding.
92. Romanik will provide EMT with the funds to pay Anthony Lepore's invoices in connection with the above-captioned hearing proceeding.
93. EMT paid Fletcher, Heald & Hildreth's invoices.
94. Romanik has provided EMT with the funds to pay Fletcher, Heald & Hildreth's invoices in connection with the above-captioned hearing proceeding.

95. Romanik will provide EMT with the funds to pay Fletcher, Heald & Hildreth's invoices in connection with the above-captioned hearing proceeding.

96. Romanik provided EMT with the funds to pay Fletcher, Heald & Hildreth's invoices.

97. Anthony Lepore addressed correspondence related to the Stations to Romanik.

98. Anthony Lepore did not suggest to Emmis personnel that he was counsel for Romanik.

99. Stephen Romanik passed away on September 17, 2015.

100. EMT did not oversee daily operations of the Stations when Stephen Romanik was alive.

101. EMT did not make the decisions concerning the employment of Station employees when Stephen Romanik was alive.

102. EMT did not make the decisions concerning the hiring or firing of Station employees or carry out such decisions when Stephen Romanik was alive.

103. EMT did not receive monies and/or profits from operation of the Stations when Stephen Romanik was alive.

104. EMT did not handle the payroll, accounting, and administrative support for the Stations when Stephen Romanik was alive.

105. EMT did not determine the policies governing the Stations' programming when Stephen Romanik was alive.

106. EMT did not determine the policies governing the Stations' personnel when Stephen Romanik was alive.

107. EMT did not determine the policies governing the Stations' finances when Stephen Romanik was alive.

108. EMT did not oversee daily operations of the Stations after Stephen Romanik passed away.

109. EMT did not make the decisions concerning the employment of Station employees after Stephen Romanik passed away.

110. EMT did not make the decisions concerning the hiring or firing of Station employees or carry out such decisions after Stephen Romanik passed away.

111. EMT did not receive monies and/or profits from operation of the Stations after Stephen Romanik passed away.

112. EMT did not handle the payroll, accounting, and administrative support for the Stations after Stephen Romanik passed away.

113. EMT did not determine the policies governing the Stations' programming after Stephen Romanik passed away.

114. EMT did not determine the policies governing the Stations' personnel after Stephen Romanik passed away.

115. EMT did not determine the policies governing the Stations' finances after Stephen Romanik passed away.

116. Stephen Romanik oversaw all operations of the Stations when he was alive.

117. Stephen Romanik made the decisions concerning the employment of Station employees when he was alive.

118. Stephen Romanik supervised management-level Station employees when he was alive.

119. Stephen Romanik made the decisions concerning the hiring or firing of Station employees and/or carried out such decisions when he was alive.

120. Insane Broadcasting handled the payroll, accounting, and administrative support for the Stations when Stephen Romanik was alive.

121. Stephen Romanik received monies and/or profits from operation of the Stations when he was alive.

122. Stephen Romanik determined the policies governing the Stations' programming when he was alive.

123. Stephen Romanik determined the policies governing the Stations' personnel when he was alive.

124. Stephen Romanik determined the policies governing the Stations' finances when he was alive.

125. Romanik communicated with Stephen Romanik concerning the policies governing the Stations' programming.

126. Romanik communicated with Stephen Romanik concerning the policies governing the Stations' personnel.

127. Romanik communicated with Stephen Romanik concerning the policies governing the Stations' finances.

128. At the time of Stephen Romanik's death, the Trust assets included the FCC licenses for the Stations.

129. The FCC licenses for the Stations are not real property of the Trust.

130. The FCC licenses for the Stations are not personal property of the Trust.

131. Stephen Romanik verbally assigned his beneficial interest in EMT to Romanik in 2015.

132. Stephen Romanik exercised the power of appointment in the EMT Trust Agreement.

133. Watkins witnessed Stephen Romanik exercise the power of appointment in the EMT Trust Agreement.

134. The power of appointment contained in the EMT Trust Agreement requires the EMT Trustee to distribute the Trust assets to whomever the beneficiary appoints by will.

135. Upon the death of Stephen Romanik, Watkins distributed the Trust assets to Romanik.

136. Insane Broadcasting has always been owned and managed by the EMT beneficiary.

137. Insane Broadcasting is the beneficial owner of EMT.

138. When Stephen Romanik assigned his beneficial interest in EMT to Romanik, Romanik became the beneficiary of EMT.

139. When Stephen Romanik assigned his beneficial interest in EMT to Romanik, Romanik became the beneficial owner of the Stations.

140. After the death of Stephen Romanik but before Romanik assigned the beneficial interest in the Trust to Sanders, Insane Broadcasting was owned and managed by Romanik.

141. The Assignment of Beneficial Interest assigned to Sanders the rights of Romanik as a beneficiary of EMT.

142. Romanik assigned the Trust assets to Sanders.

143. Romanik did not formally assign the Trust assets to Sanders until September 14, 2016.

144. When Romanik assigned the Trust assets to Sanders, the Trust assets included the FCC licenses for the Stations.

145. Romanik selected Sanders to be EMT's beneficiary.

146. EMT did not execute any documents naming Sanders as EMT's beneficiary.

147. Sanders did not become the beneficiary of EMT until September 14, 2016.

148. Between September 17, 2015 and September 14, 2016, Romanik oversaw the daily operations of the Stations.

149. Between September 17, 2015 and September 14, 2016, Romanik made any decisions concerning the employment of Station employees.

150. Between September 17, 2015 and September 14, 2016, Romanik made any decisions concerning the hiring or firing of Station employees or carry out such decisions.

151. Between September 17, 2015 and September 14, 2016, Romanik determined the policies governing the Stations' programming.

152. Between September 17, 2015 and September 14, 2016, Romanik determined the policies governing the Stations' personnel.

153. Between September 17, 2015 and September 14, 2016, Romanik determined the policies governing the Stations' finances.

154. Watkins communicated with Romanik concerning the terms of the Emmis LMA.

155. Watkins did not determine the purchase price of Station KFTK (formerly WQQX) in connection with the Emmis LMA.

156. Watkins did not participate in determining the purchase price of Station KFTK (formerly WQQX) in connection with the Emmis LMA.

157. Romanik determined the purchase price of Station KFTK (formerly WQQX) in connection with the Emmis LMA.

158. Romanik was involved in negotiating the terms of the Emmis LMA.

159. Romanik communicated with Emmis personnel concerning the terms of the Emmis LMA.

160. Romanik met with Emmis personnel to discuss implementation of the Emmis LMA.

161. Watkins was at the meeting with Romanik and Emmis personnel to discuss implementation of the Emmis LMA.

162. Watkins did not communicate with Emmis personnel regarding the purchase of a translator for Station WQQW.

163. Watkins communicated with Romanik concerning the purchase of a translator for Station WQQW.

164. Romanik decided to approach Emmis about purchasing a translator for Station WQQW.

165. Romanik communicated with Emmis personnel concerning the purchase of a translator for Station WQQW.

166. It was Romanik's idea for EMT to apply to construct a new FM translator, W275CS, to broadcast WQQW(AM).

167. It was EMT's idea to apply to apply to construct a new FM translator, W275CS, to broadcast WQQW(AM).

168. Watkins and Romanik discussed the idea of EMT applying to apply to construct a new FM translator, W275CS, to broadcast WQQW(AM).

169. Watkins did not communicate with Entercom personnel concerning the Emmis LMA.

170. Romanik communicated with Entercom personnel concerning the Emmis LMA.

171. Romanik made the decision not to invest in the purchase of a translator for Station WQQW.

172. Romanik has the power to sell or dispose of any assets held by EMT.

173. Romanik has the power to revoke the Trust at will.

174. Romanik has the power to replace EMT's trustee at will.

175. Sanders has the power to sell or dispose of any assets held by EMT #2.

176. Sanders has the power to revoke the Trust #2 at will.

177. Sanders has the power to replace EMT #2's trustee at will.

178. Watkins communicated with Romanik concerning the management of the Stations.
179. Watkins communicated with Romanik concerning the Stations' operations.
180. Watkins communicated with Romanik concerning the Stations' finances.
181. Watkins communicated with Romanik concerning the Stations' personnel.
182. Watkins communicated with Romanik concerning the hiring or firing of Station employees.
183. Watkins communicated with Romanik concerning the policies governing the Stations' programming.
184. Watkins communicated with Romanik concerning the policies governing the Stations' personnel.
185. Watkins communicated with Romanik concerning the policies governing the Stations' finances.
186. Neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Romanik regarding the management of the Stations.
187. Neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Romanik regarding the operation of the Stations.
188. Neither Watkins nor any EMT trustee was precluded by written agreement or instrument from communicating with Stephen Romanik regarding the management of the Stations.
189. Neither Watkins nor any EMT trustee was precluded by written agreement or instrument from communicating with Stephen Romanik regarding the operation of the Stations.
190. Neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Sanders regarding the management of the Stations.

191. Neither Watkins nor any EMT trustee is precluded by written agreement or instrument from communicating with Sanders regarding the operation of the Stations.

192. Neither Watkins nor any EMT #2 trustee is precluded by written agreement or instrument from communicating with Sanders regarding the management of the Stations.

193. Neither Watkins nor any EMT #2 trustee is precluded by written agreement or instrument from communicating with Sanders regarding the operation of the Stations.

194. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Romanik regarding the Station's operations.

195. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Romanik regarding the management of the Stations.

196. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding the Station's operations.

197. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding the management of the Stations.

198. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Sanders regarding the Station's operations.

199. No version of the EMT Trust Agreement prohibits Watkins or any EMT trustee from communicating with Sanders regarding the management of the Stations.

200. No version of the EMT #2 Trust Agreement prohibits Watkins or any EMT #2 trustee from communicating with Sanders regarding the Station's operations.

201. No version of the EMT #2 Trust Agreement prohibits Watkins or any EMT #2 trustee from communicating with Sanders regarding the management of the Stations.

202. No version of the EMT Trust Agreement restricts Romanik from selling or otherwise disposing of the any assets held by EMT.

203. No version of the EMT Trust Agreement restricts Romanik from revoking the Trust at will.

204. No version of the EMT Trust Agreement restricts Romanik from replacing EMT's trustee at will.

205. No version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communicating with Romanik regarding the Station's operations.

206. No version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communicating with Romanik regarding the management of the Stations.

207. No version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding the Station's operations.

208. No version of the EMT Trust Instrument prohibits Watkins or any EMT trustee from communicating with Stephen Romanik regarding management of the Station's

209. No version of the EMT Trust Instrument restricts Romanik from selling or otherwise disposing of the any assets held by EMT.

210. No version of the EMT Trust Instrument restricts Romanik from revoking the Trust at will.

211. No version of the EMT Trust Instrument restricts Romanik from replacing EMT's trustee at will.

212. The EMT Trust Agreement does not state that the EMT trustee shall exercise absolute control over the Stations and FCC licenses.

213. The EMT Trust Agreement does not state that EMT shall exercise absolute control over the Stations and FCC licenses.

214. The EMT Trust Agreement does not limit the rights of the Trust beneficiary to receiving income and principal from the Stations.

215. The EMT #2 Trust Agreement limits the rights of the beneficiary to receiving income and principal from the Stations.

216. Watkins has communicated with Sanders concerning the management of the Stations.

217. Watkins has communicated with Sanders concerning operation of the Stations.

218. Watkins communicated with Sanders concerning the Stations' finances.

219. Watkins communicated with Sanders concerning the Stations' personnel.

220. Watkins communicated with Sanders concerning the hiring or firing of Station employees.

221. Watkins communicated with Sanders concerning the policies governing the Stations' programming.

222. Watkins communicated with Sanders concerning the policies governing the Stations' personnel.

223. Watkins communicated with Sanders concerning the policies governing the Stations' finances.

224. No version of the EMT #2 Trust Agreement restricts Sanders from selling or otherwise disposing of the any assets held by EMT #2.

225. No version of the EMT #2 Trust Agreement restricts Sanders from revoking EMT #2 at will.

226. No version of the EMT #2 Trust Agreement restricts Sanders from replacing EMT #2's trustee at will.

227. EMT does not pay the Stations' real estate tax obligations.

228. EMT pays Federal income tax.

229. EMT pays state income tax.

230. EMT does not pay the Stations' utility expenses.

231. EMT does not pay the Stations' employee salaries.

232. EMT does not pay the Stations' insurance obligations.

233. EMT does not pay the Stations' programming costs.

234. Insane Broadcasting pays the Stations' real estate and business tax obligations.

235. Insane Broadcasting pays Federal income tax.

236. Insane Broadcasting pays state income tax

237. Insane Broadcasting pays state business tax.

238. Insane Broadcasting pays the Stations' utility expenses.

239. Insane Broadcasting pays the Stations' employee salaries.

240. Insane Broadcasting pays the Stations' insurance obligations.

241. Insane Broadcasting pays the Stations' programming costs.

242. Insane Broadcasting receives the monies and/or profits from operation of the Stations.

243. Watkins had a business relationship with Romanik before the creation of EMT.

244. Watkins had a business relationship with Romanik unrelated to EMT after the creation of EMT.

245. Watkins served as Treasurer of the Committee to Elect Bob Romanik in 2016.

246. Watkins was authorized to obtain a corporate signature card on Insane Broadcasting's checking account at Bank of America as of June 13, 2008.

247. Watkins is authorized to conduct banking on Insane Broadcasting's behalf.

248. Watkins conducted banking on behalf of Insane Broadcasting.

Respectfully submitted,

Rosemary C. Harold
Chief, Enforcement Bureau



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July 16, 2019

CERTIFICATE OF SERVICE

Pamela S. Kane certifies that she has on this 16th day of July, 2019, sent copies of the foregoing
“ENFORCEMENT BUREAU’S REQUESTS FOR ADMISSION OF FACTS TO
ENTERTAINMENT MEDIA TRUST, DENNIS WATKINS, TRUSTEE” via email to:


The Honorable Jane H. Halprin
Administrative Law Judge
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

John B. Adams
Office of the Administrative Law Judge
Federal Communications Commission
445 12th Street, S.W.
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